

**The Corporation of the Township of Southgate**

**By-law Number 2021-182**

**being a by-law to authorize an agreement between Kids and Us Community  
Childcare and Family Education Centres and The Corporation of the  
Township of Southgate**

**Whereas** the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas** Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a lease agreement with Kids and Us Community Childcare and Family Education Centres,

**Now therefore be it resolved that** the Council of the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the Lease Agreement between Kids and Us Community Childcare and Family Education Centres and The Corporation of the Township of Southgate attached hereto as Schedule "A" (the "Agreement"), is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this lease agreement come into effect on January 1, 2022; and
4. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 15<sup>th</sup> day of  
December, 2021.**

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**John Woodbury – Mayor**

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**Lindsey Green - Clerk**

**THIS AGREEMENT** made in duplicate this 1st day of January 2022

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Hereinafter called the "TOWNSHIP"

and -

**KIDS AND US COMMUNITY CHILDCARE AND FAMILY  
EDUCATION CENTRES**

Hereinafter called the "TENANT"

**WHEREAS** the Parties hereto are desirous of entering into this Lease Agreement whereby the TOWNSHIP agrees to provide space for the TENANT to deliver their services to the local community described as Dundalk & District Arena, Second Floor Auditorium, 550 Main Street East in Dundalk, Ontario;

**AND WHEREAS** the TENANT wishes to provide an EarlyON program as a free public service to support families with children from 0 to 6 years of age in the Dundalk Community and requires an accessible location for this purpose (the Venture);

**AND WHEREAS** on occasion some of the space is shared with an existing tenant from the west side of the building and the public access to washrooms, as shared spaces being the kitchen and washroom areas that may be in conflict and should be a consideration in the Tenant's service delivery and security planning;

**AND WHEREAS** the Parties hereto having mutually agreed to enter into the said Agreement upon certain terms and conditions hereinafter set out;

**NOW THEREFORE WITNESSETH** that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, and the sum of ONE DOLLAR (\$1.00) paid by each party to the other, the parties agree as follows:

1. The TOWNSHIP as the landlord agrees that this agreement will allow the TENANT to use part of the building known as the Dundalk & District Arena, Second Floor Auditorium. 550 Main Street East in Dundalk Ontario.
2. The TENANT agrees to pay the cost of \$400.00 plus HST per month to the Township as a lease on the above noted property. Annually the monthly lease rate will be indexed based on the previous years Cost of Living Allowance increase.

Attachment #1

3. The TOWNSHIP as the landlord agrees to be responsible for payment of the utilities costs, maintenance and repair costs of the building for the term of this agreement.
4. The TENANT agrees to be responsible for the maintenance and replacement cost of appliances and furnishings in the EarlyON dedicated space with the exclusion of the kitchen and other common space on the second floor of the building.
5. The TENANT agrees to be responsible for the cleaning their utilized space being occupied for their use only.
6. The Township will be responsible for the general weekly cleaning of the common area washrooms and kitchen area used by the parties during the term of this agreement. The Township will also supply a stock of paper supplies for the common washrooms with the expectation that the Tenant(s) will be responsible to install based on consumption as needed.
7. The TOWNSHIP agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day.
8. The TENANT agrees to make minor modifications and updates within the leased office space and post required signage for their purposes. The TOWNSHIP agrees to allow the TENANT to post outside signage on the building subject to the TOWNSHIP's approval of the location, all at the TENANT'S expense.
9. The term of this agreement for a period of five (5) years commencing January 1<sup>st</sup>, 2022 and ending December 31<sup>st</sup>, 2026 with the option by the parties to extend automatically without notice, renegotiate and renew the agreement.
10. This Agreement shall be automatically renewed for successive renewal Terms of two (2) years, unless sixty (60) days notice is provided by one of the parties.
11. The TENANT and the TOWNSHIP agrees that if TENANT gives to the other at least 60 days' written notice prior to the end of the Term for any renewal period thereof, of its wish to negotiate a new Agreement, or if the Agreement is terminated with notice or a breach of provisions of this Agreement.
12. The TENANT agrees that maintenance of insurance coverage for loss of TENANT'S contents shall be the TENANT'S responsibility during the term of the lease, and the TOWNSHIP as the landlord agrees that maintenance of insurance covering building loss or damage shall be the TOWNSHIP'S responsibility during the term of the lease.

13. The TENANT shall indemnify and save harmless and the TOWNSHIP, its affiliates, agents, employees and clients from any and all losses, liabilities and claims arising out of the parties use of the space and property.
14. The TENANT at its expense, shall obtain and keep in force during the term of this Agreement, commercial general insurance with a limit of liability of not less than \$5,000,000/occurrence, naming the Corporation of the Township of Southgate as additional insured, shall provide evidence of annual Certificates of Insurance coverage and shall provide a minimum of 30 days' prior notice of cancellation in writing to the TOWNSHIP.
15. Notices under this Agreement must be in writing and delivered to the parties at the following addresses:

For TENANT: Kids & Us Community Childcare and Family Centre  
PO Box 51, 206 Toronto Street South  
Markdale, Ontario N0C 1H0  
Contact Person: Michelle Knott  
Phone #: 519-986-3692  
Email: [mknott@kidsandus.ca](mailto:mknott@kidsandus.ca)

For the TOWNSHIP: Township of Southgate  
185667 Grey Road #9 – RR #1  
Dundalk, ON N0C 1B0  
Contact: Dave Milliner  
Phone #: 519-923-2110  
Email: [dmilliner@southgate.ca](mailto:dmilliner@southgate.ca)

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

16. All Parties agree that arbitration shall be used for dispute resolution by referring all matters in difference between the parties in relation to this Agreement referred to a single arbitrator agreed upon by the parties. The award and determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.
17. This Agreement is the entire agreement between the parties with respect to the Dundalk & District Arena, second floor auditorium, EarlyON Child and Family Centre Program as a community facility and service, and

replaces all prior written or verbal agreements, understandings, negotiations and/or discussions.

18. Amendment of this Agreement can only be changed by a written document signed by the Parties.
19. Each of the clauses contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
20. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
21. No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
22. This Agreement shall ensure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their hands and seals as attested by their signing officers.

**KIDS AND US COMMUNITY CHILDCARE AND FAMILY EDUCATION CENTRES**

Dated: Nov 30/21

Per: [Signature]  
Michelle Knott,  
Executive Director

Dated: Nov. 30, 2021

Per: [Signature]  
Denise Blain,  
Financial Officer,  
We have authority to bind the Corporation.

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

Dated: \_\_\_\_\_

Per: \_\_\_\_\_  
John Woodbury - Mayor

Per: \_\_\_\_\_  
Lindsey Green - Clerk  
We have authority to bind the Corporation